

LAW DEPARTMENT INFORMATION
REGARDING CORNELIA WARREN FARM AND FIELD HOUSE
240 BEAVER STREET

SECOND EXTENSION OF LICENSE AGREEMENT

This Second Extension of License Agreement ("Second Extension") is made on December 15, 2020 by and between the University of Massachusetts Amherst ("University") and Community Farms Outreach d/b/a Waltham Fields Community Farm ("Licensee").

WHEREAS, University and Licensee entered into an Agreement for Use of Office Facilities at the UMass Waltham Center dated July 31, 2018 and a First Extension dated April 30, 2020, for the Premises at 240 Beaver Street in Waltham, Massachusetts ("Agreement").

WHEREAS, Sections 5 and 22 of the Agreement provide that the parties may mutually agree to modifications to the Agreement in writing.

WHEREAS, University and Licensee wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, University and Licensee agree as follows:

1. TERM: The term of the Agreement shall be extended on a month-to-month basis, terminable by Licenser or Licensee upon thirty (30) days' prior written notice to the other party.
2. FEE: In consideration of the rights granted to Licensee under the Agreement and this Extension, Licensee shall pay to University a fee in the amount of One Thousand Six Hundred Sixty-two Dollars and Fifty cents (\$1,662.50) per month.
3. PREMISES: The text in Section 2 (Premises) is hereby deleted and replaced with the following text:

"Use of offices 07, 08, 108A, 110, 112, 117, and 119, closets 08A and 118, hallway 112A, restroom 117A, and store room 02, all located within the main building at 240 Beaver Street, Waltham, MA, and land consisting of 8.25 acres farm land and land occupied by CSA Barn, Pesticide Storage Building, Greenhouses 6 and 7, Agricultural Storage Shed, Volunteer Shed, and Learning Garden, as shown in Exhibit A pages one through three."

4. Section 22 (Miscellaneous Provisions) Exhibit A – Licensed Land dated April 27, 2020 is hereby deleted and replaced with Exhibit A – Licensed Land dated January 13, 2021, Basement Floor Plan dated August 10, 2011, and First Floor Plan dated August 10, 2011.
5. Except as modified hereby, all other parts of the Agreement are ratified, confirmed and approved and shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Extension as of the date first written above.

UNIVERSITY:

UNIVERSITY OF MASSACHSETTS

—DocuSigned by:
By: Andrew P. Mangels
Name: Andrew P. Mangels
Title: Vice Chancellor for Administration and Finance

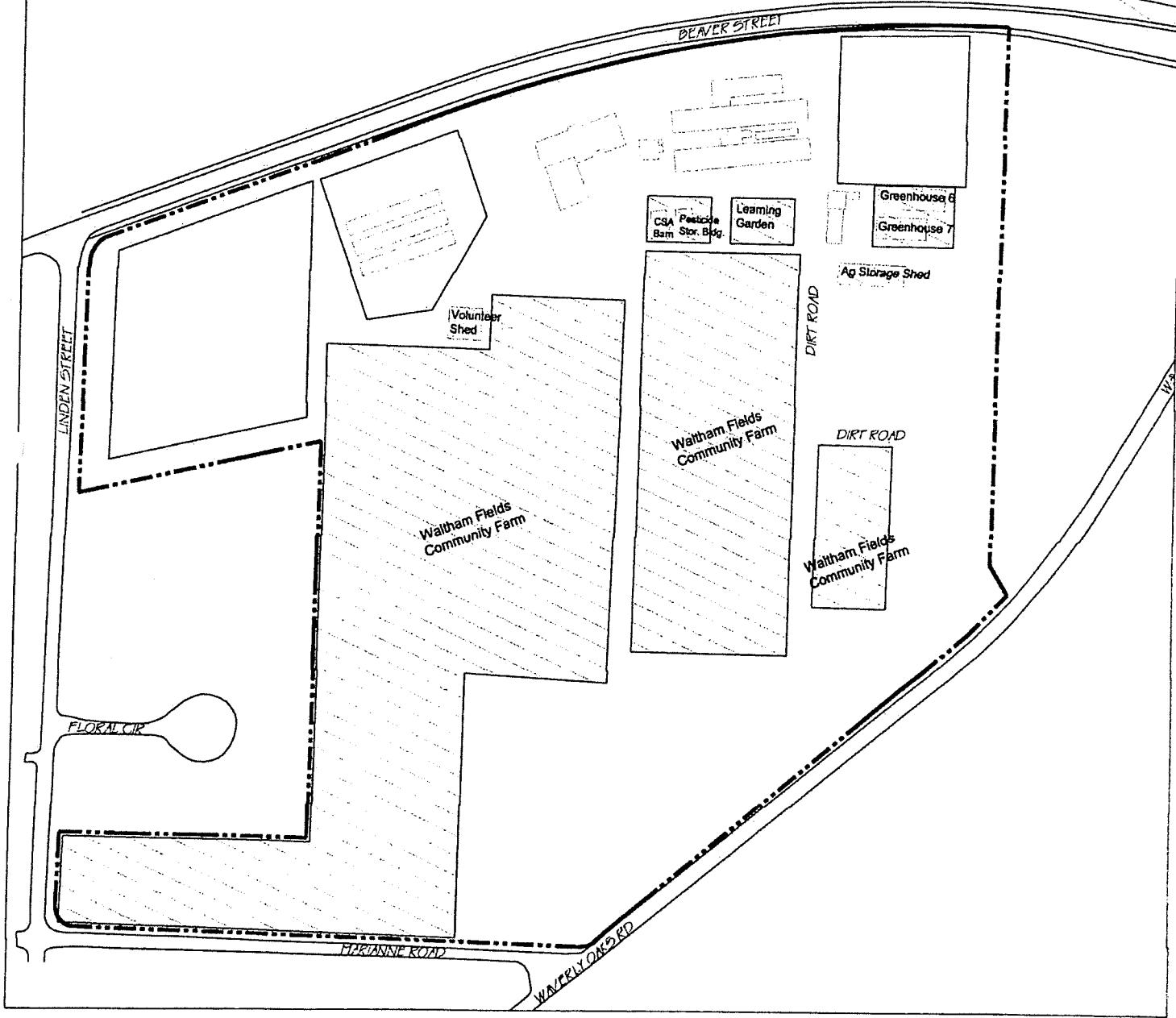
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LICENSEE:

COMMUNITY FARMS OUTREACH

By: S. Daley
Name: Stacey Daley
Title: Executive Director

Exhibit A
page 1 of 3



Licensed Land

SCALE: 1"=200'
0 50 100 200

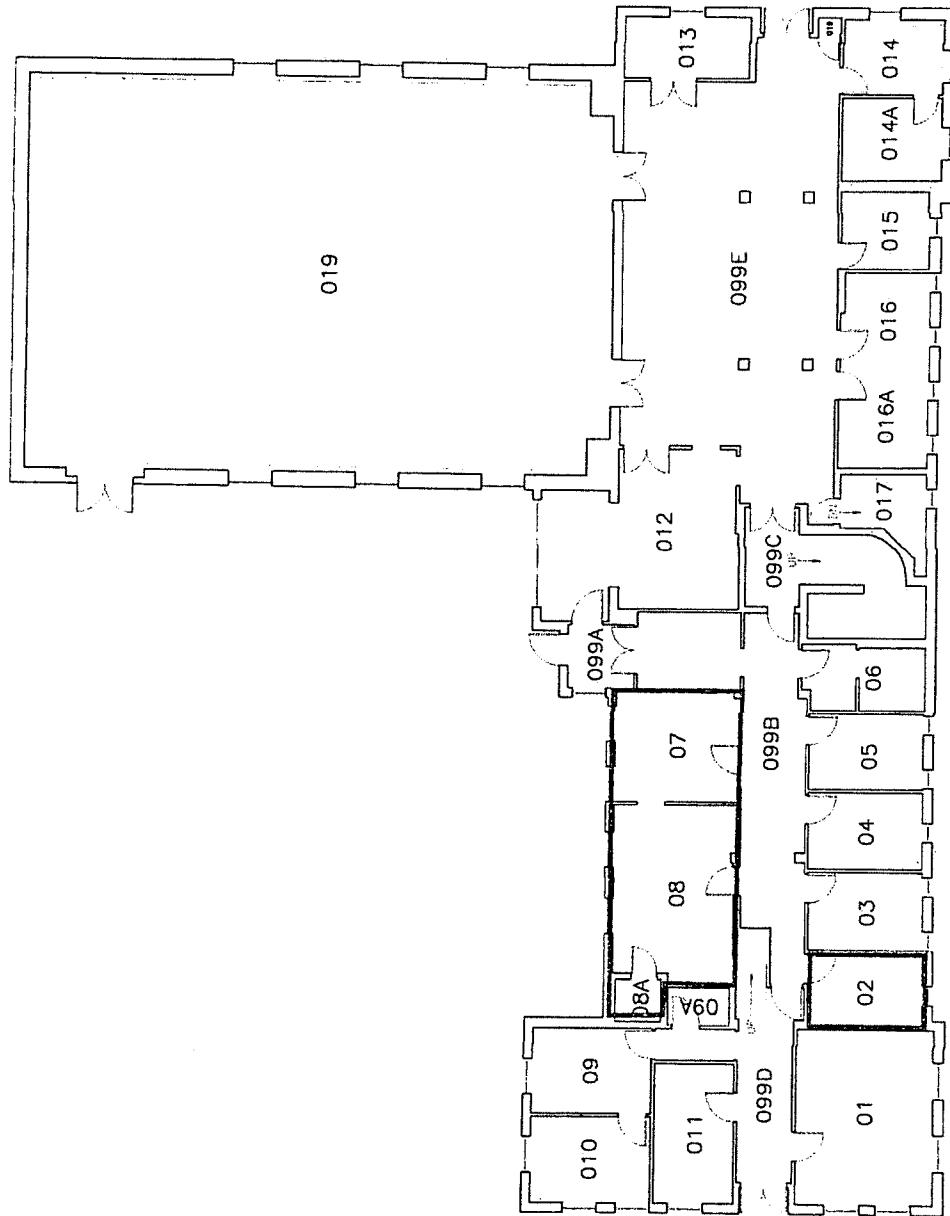
WALTHAM STATION
COMMUNITY FARMS OUTREACH
EXHIBIT A - LICENSED LAND

1/13/2021

UMass Campus Planning



Exhibit A
page 2 of 3



**ADMINISTRATION BUILDING
BASEMENT FLOOR PLAN**
Facilities Planning
University of Massachusetts Amherst

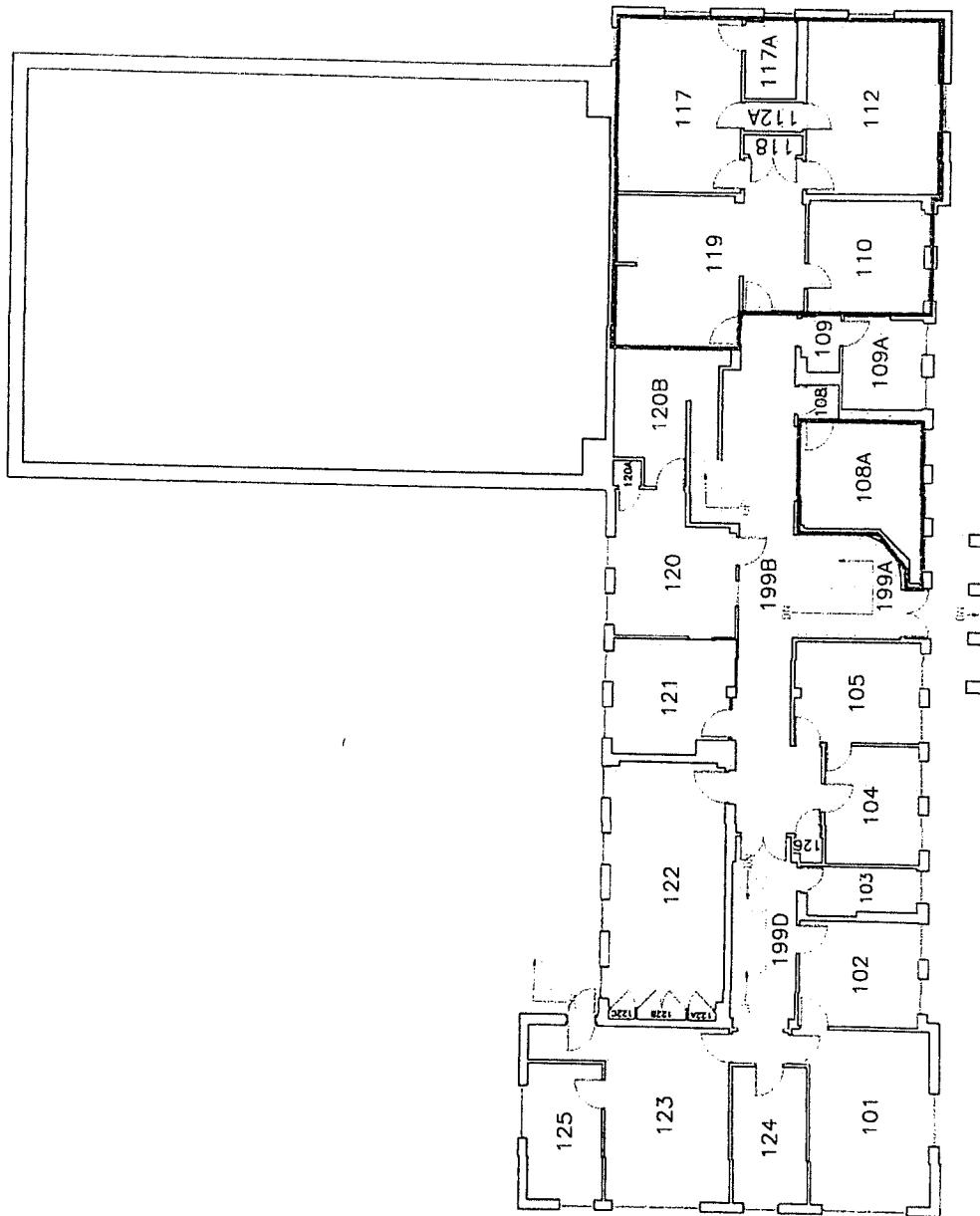


Issue Date: 08/10/2011
Revision Date:
Building No: 229

229-BT

NOT TO SCALE

Exhibit A
page 3 of 3



ADMINISTRATION BUILDING FIRST FLOOR PLAN Facilities Planning University of Massachusetts Amherst	Issue Date: 08/10/2011 Revision Date: Building No: 229	229-01 NOT TO SCALE
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FIRST EXTENSION OF LICENSE AGREEMENT

This First Extension of License Agreement ("First Extension") is made on April 30, 2020 by and between the University of Massachusetts Amherst ("University") and Community Farms Outreach d/b/a Waltham Fields Community Farm ("Licensee").

WHEREAS, University and Licensee entered into an Agreement for Use of Office Facilities at the UMass Waltham Center dated July 31, 2018, for the Premises at 240 Beaver Street in Waltham, Massachusetts ("Agreement").

WHEREAS, Sections 5 and 22 of the Agreement provide that the parties may mutually agree to modifications to the Agreement in writing.

WHEREAS, University and Licensee wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, University and Licensee agree as follows:

1. Section 1 (Reference Data) of the Agreement shall be modified as follows:
 - a. Delete the Mailing Address of the University currently listed and replace same with: "*Steven Goodwin, Whitmore Administration Building Room 347, 181 Presidents Drive, Amherst, MA 01003*".
 - b. Delete the Premises and Permitted Use text following the Mailing Address.
2. Delete the text of Section 2 (Location of the Premises) and replace same with:

"2. PREMISES

Use of offices 7, 8, 106, and 119, and store room 2, all located within the main building at 240 Beaver Street, Waltham, MA, and land consisting of 8.25 acres farm land and land occupied by CSA Barn, Pesticide Storage Building, Greenhouses 6 and 7, Agricultural Storage Shed, Volunteer Shed, and Learning Garden, as shown in Exhibit A."
3. TERM: The term of the Agreement shall be extended through December 31, 2020.
4. FEE: In consideration of the rights granted to Licensee under the Agreement and this Extension, Licensee shall pay to University a fee in the amount of Twenty Thousand Five Hundred Fifty and 00/100 Dollars (\$20,550.00), payable in advance in monthly installments of One Thousand Seven Hundred Twelve Dollars and Fifty-one cents (\$1,712.50) per month.
5. Section 12 (Surrender of Premises) is hereby amended by deleting the following language in its entirety: "*However, if the expiration or termination takes place after the onset of the*

Licensee's farming season (January 1st) and is for anything other than a catastrophic event rendering the land unusable or due to misuse on the part of the Licensee, the Licensee shall be allowed to see their full growing season through to completion (Jan through December) before being required to vacate the Premises."

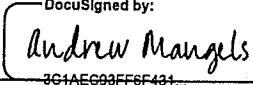
6. Section 12 (Hazardous Materials) is hereby amended to replace "Robert Schrader" with "the University's Environmental Health & Safety Office".
7. Section 15 (Insurance) is hereby amended to add the following to the end of the section: "*All certificates of insurance from Licensee shall list the University as an additional insured.*"
8. Section 22 (Miscellaneous Provisions) is hereby amended by placing an "X" next to Exhibit A to indicate inclusion of same. Exhibit A showing land licensed is hereby attached and incorporated herein by reference.
9. Except as modified hereby, all other parts of the Agreement are ratified, confirmed and approved and shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

UNIVERSITY:

UNIVERSITY OF MASSACHSETTS

By: 
Name: Andrew P. Mangels
Title: Vice Chancellor for Administration and Finance

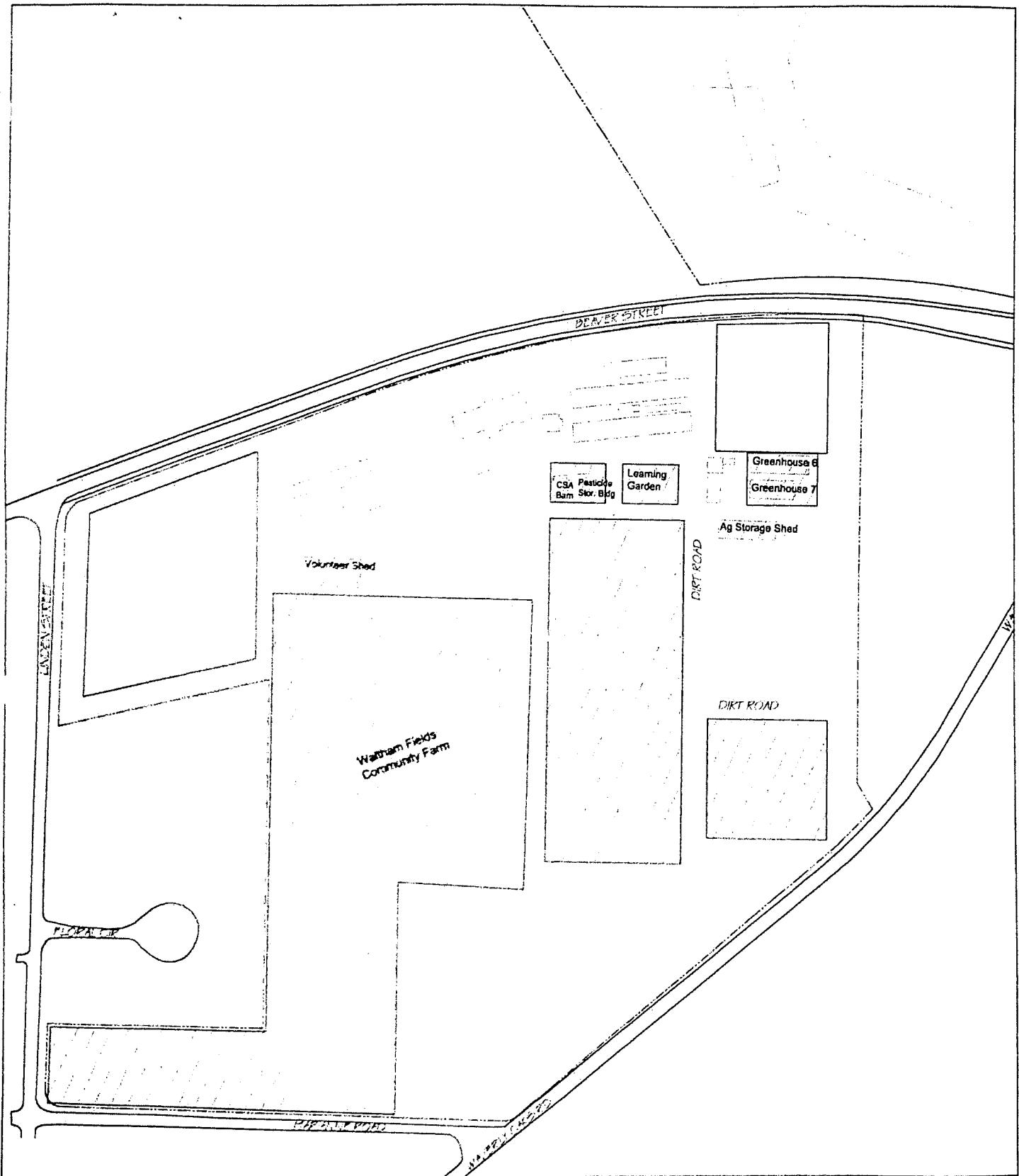
DocuSigned by:

Andrew P. Mangels
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LICENSEE:

COMMUNITY FARMS OUTREACH

By: 
Name: Stacey Daley
Title: Executive Director



Licensed Land

SCALE: 1"=200'
0 50 100 200

WALTHAM STATION
COMMUNITY FARMS OUTREACH
EXHIBIT A - LICENSED LAND

4/27/2020

UMass Campus Planning

